

Recording Requested By:  
**First American Title Company**  
National Homebuilder Services  
Subdivision Department

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



126.00

2016000575976 9:12 am 11/15/16

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0.00 0.00 0.00 0.00 117.00 0.00 0.00 0.00

**Recording Requested By:**

Birch/Kraemer, LLC

**When Recorded, Mail To:**

Birch/Kraemer, LLC  
c/o Chevron Land and Development Company  
6001 Bollinger Canyon Road  
San Ramon, CA 94583  
Attention: Manager, Real Estate Development  
(CBRES)

4906547

**DECLARATION OF COVENANTS, CONDITIONS,  
ENVIRONMENTAL RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, ENVIRONMENTAL RESTRICTIONS ("**Declaration**"), is made as of November 15, 2016 by and between RYLAND HOMES OF CALIFORNIA, INC., a Delaware corporation ("**RHC**"), and BIRCH/KRAEMER, LLC, a Delaware limited liability company ("**Birch**"), with reference to the following facts (RHC and Birch may be referred to herein individually as a "**Party**" or collectively as the "**Parties**");

RECITALS:

A. Pursuant to that certain Agreement for Sale of Real Property and Escrow Instructions dated June 24, 2016 (as amended, the "**PSA**"), RHC purchased from Birch certain real property located in the City of Brea ("**City**"), County of Orange, State of California (APN: 320-081-24 and 320-081-28), and more particularly described in Exhibit 1 hereto (the "**Property**").

B. The Property was previously used by Birch's predecessor-in-interest as a facility for the manufacture, storage and sale of agricultural fertilizers, whose products were stored in warehouses and in above-ground and underground storage tanks. Additionally, an active railroad right of way was operated by an unaffiliated third party over certain portions of the Property during such timeframe. These activities resulted in certain Contamination of the Property. However, both Birch and its predecessor-in-interest conducted various assessment and remediation activities at the Property for the purpose of determining the extent of Contamination at or about the Property and reducing the presence of such Contamination in order to allow the Property to be redeveloped in the future for residential use. Birch excavated and disposed of the top 9.5 feet of soil from the entire Property and replaced it with clean soil from the current Final Surface down at least 9.5 feet. The United States Environmental Protection Agency, Region IX ("**EPA**") and the Orange County Health Care Agency ("**OCHCA**"), provided written confirmation that the Property is able to be redeveloped for residential purposes. The purpose of this Declaration is to protect the present and future public health and safety from amounts of the Contamination, if any, that may remain at depths below 9.5 feet from the current Final Surface of the Property. Accordingly, this Declaration imposes certain restrictions to excavation of the Property below 9.5 feet.

C. Working with the EPA and the OCHCA, and in accordance with the November 18, 2011 Soil Management Plan and associated amendments thereto, which have been approved by EPA, excavations of PCB-impacted soil at the Property and adjacent golf course occurred in 2012 and 2013 with both off-site disposal and certain consolidation in a designated area within the adjacent golf course. Birch received No Further Action Letters from the OCHCA dated June 24, 2016 and October 7, 2016, and from the EPA dated October 12, 2016. Notwithstanding such remedial activities on the part of Birch, some Contamination may remain present at or proximate to the Property.

D. RHC intends to develop the Property to be used as a residential condominiums and related recreational center (the “**Development Project**”).

E. It was a material condition of the PSA that RHC execute this Declaration and cause it to be recorded.

#### AGREEMENT:

NOW, THEREFORE, in consideration of value of the PSA and the mutual covenants contained herein and therein, the receipt and sufficiency of which is hereby acknowledged, RHC and each and every other Owner and Occupant, by their acceptance of a conveyance of title to the Property, or any portion thereof, or any interest therein, and Birch agree as follows:

1. Defined Terms. The recitals set forth above are incorporated herein by this reference. Any capitalized term not defined herein shall have the same meaning given to such terms in the PSA. For the purpose of this Declaration, the following terms shall have the following meaning:

a. “**Agency**” means any federal, state and local environmental regulator, city planners and other governmental officials and agencies with jurisdiction over the Property.

b. “**Affiliate**” means any Person which, directly or indirectly (including through one or more intermediaries), controls or is controlled by or is under common control with any other Person, including any subsidiary of a Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such Person, through the ownership or control of voting securities, partnership interests or other equity interests or otherwise.

c. “**Applicable Contamination**” means any Contamination on, within, under or about the Property arising from Birch’s or its predecessors products or related wastes, or from the historical operations at the Project (defined below), which (a) is found to be present in amounts above the Residential Use action levels promulgated by the EPA, the OCHCA or by any other governmental agency with appropriate jurisdiction over the environmental condition or use of the Property, and (b) is in existence as of the date of recordation of the deed transferring title to the Property from Birch to RHC, and (c) for which the EPA, OCHCA or any other governmental agency with appropriate jurisdiction over the environmental condition at the Property finds or concurs that remediation or other response is required or would impose any material restrictions or limitations upon Residential Uses of the Property or require any material mitigation measures as a condition to Residential Uses of the Property.

d. **"Birch Group"** means individually and collectively, Birch and its parent, subsidiary and other Affiliates of Birch (including, without limitation, Union Oil Company of California), their respective agents, representatives, employees, officers, members, shareholders and directors, their respective guardians, trustees, executors and administrators, and their respective successors and assigns.

e. **"Contamination"** means any hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contamination, pollution or similar term, giving those terms the broadest meaning as accorded by the Environmental Laws and by statutes, regulations and court decisions in the jurisdiction in which the Property is located, as said Environmental Laws and court decisions have been or will be supplemented or amended; without limiting the generality of the foregoing, "Contamination" shall include (i) asbestos and asbestos containing materials; (ii) polychlorinated biphenyls; (iii) any substance the presence of which is prohibited by any applicable governmental requirements; (iv) any petroleum-based products and by-products which are deemed hazardous by any Environmental Law; (v) underground storage tanks which are deemed hazardous by any Environmental Law; and (vi) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) which under any Environmental Law requires special handling, permitting by, or notification of any Agency in its collection, storage, treatment, release, discharge, emission or disposal.

f. **"RHC Group"** individually and collectively, RHC, its parent, subsidiary and successor companies, and all of their shareholders, directors, officers and employees.

g. **"Effective Date"** means the date on which the Grant Deed is recorded.

h. **"Environmental Laws"** means any Laws currently in effect or subsequently enacted, promulgated, modified, amended or adopted which regulate or proscribe the use, storage, disposal, presence, cleanup, transportation or release or threatened release into the environment of Contamination.

i. **"Final Surface"** means, as applicable, the finish surface for all residential lot pads, common areas, landscaped areas, and the paved areas for any streets within the Property.

j. **"Grant Deed"** means the grant deed recorded in the County of Orange evidencing the transfer of the Property from Birch to RHC pursuant to the PSA.

k. **"Incremental Cost Agreement"** means that certain written Incremental Cost Agreement entered into by and between Birch and RHC in connection with the PSA.

l. **"Laws"** means all federal, state, county and local laws, ordinances, rules, regulations, statutes, codes and orders, including, but not limited to, any judicial or administrative order or agreement, consent, decree, judgment or court decision.

m. **"Occupant"** means any Person, together with all officers, directors, partners, employees and agents of such Person, entitled by fee ownership, leasehold interest or license to the occupancy of all, or any portion of, a legal lot or lots located within the Property.

n. **"Owner"** means any Person (including, without limitation, RHC), who from time to time holds fee title to any legal lot or lots located within the Property.

o. “**Person**” means any individual, trust, partnership, firm, joint venture, association, corporation or any other form of business entity.

p. “**Project**” means that certain Master Planned Community containing approximately 90.5 acres of land commonly known as “**Birch Hills**,” located in the City of Brea, County of Orange, State of California, which is depicted on the site plan attached hereto as Exhibit 3.

q. “**Soil Management Plan**” means that certain “*Soil Management Plan for Planning Area 12B*” dated September 2016, approved by the EPA, a copy of which is attached hereto as Exhibit 2, and is incorporated herein. Except as otherwise expressly provided herein, the Soil Management Plan applies to the soil on the Property located below the Soil Replacement Zone.

r. “**Soil Replacement Zone**” means that all of that portion of the Property located at Final Surface down to nine and one-half (9½) feet below Final Surface.

2. Disclosures and Acknowledgements. Birch hereby discloses, and RHC on behalf of itself and each member of the RHC Group and each other Owner and Occupant by its acceptance of a conveyance of title or any other interest in or to the Property, or any portion thereof, hereby acknowledges that:

a. From approximately the mid-1950s until approximately 1991, the Property was used by Union Oil Company of California, an affiliate of Birch, as a facility for the manufacture, storage and sale of agricultural fertilizers, whose products were stored in warehouses and in above-ground and underground storage tanks. The plant produced nitrogen-based products including nitrate. Facility operations within the Property boundaries included a nitric acid plant, an ammonium nitrate plant, an ammonia storage tank, and a railroad/trucking transfer station. When the fertilizer plant was closed in 1991, facility structures were demolished and shallow soils were excavated to remove nitrate-impacted soil from the ground surface to a depth of approximately 15 feet below ground surface. Additionally, an active railroad right of way installed in or around the 1920s was operated by an unaffiliated third party over certain portions of the Property during such timeframe.

b. In 2010 Birch and the City of Brea, among others, entered into that certain Development Agreement No. DA08-01, recorded on June 25, 2010 as Document No. 2010000300254 in the Official Records, Orange County, California (“**DA**”). In connection with site preparation activities in furtherance of reconfiguration of the golf course located next to the Property, as provided under the DA, certain environmental assessment activities were performed on portions of the Property which disclosed the presence of polychlorinated biphenyl (“**PCBs**”) in several locations, as well as, dioxins, total petroleum hydrocarbons (“**TPH**”), VOCs, nitrates, and metals in limited areas.

c. Working with the EPA, OCHCA, and the Santa Ana Regional Water Quality Control Board, Birch caused the removal of a large portion of the PCBs, nitrates, and other detected compounds in soil for on-site consolidation to the northern half of the golf course adjacent to the Property or to permitted off-site disposal locations.

3. Construction Restrictions and Certain Environmental Obligations.

a. Except as expressly provided in Sections 3.b. and 3.c., neither RHC nor any other Owner or Occupant shall perform or knowingly permit to be performed (to the extent such is within the respective Person's control) any excavation work below the depth of the Soil Replacement Zone.

b. For purposes of the excavation activities expressly permitted pursuant to this Section 3.b., only, the Owner(s) shall not be required to comply with the Soil Management Plan; provided, however, the Owner(s) shall be required to comply with the Final Environmental Work Plan (defined below).

(1) At least sixty (60) days prior to the date RHC or its contractors anticipates commencing handling, segregating, transporting, excavating, extracting, treating and/or disposing of soil below the Soil Replacement Zone in connection with its planned initial installation of sewer and storm water infrastructure and related improvements for the Development Project (the "**Initial Infrastructure Installation**"), RHC shall provide Birch with written notice of said plans, accompanied by RHC's infrastructure and engineering analysis demonstrating the need to excavate below the Soil Replacement Zone, including its water, storm drain, sewer, and street improvement plans ("**Deep Excavation Notice**"). In connection with its Initial Infrastructure Installation, RHC shall use its good faith efforts to design the infrastructure for the Redevelopment Project in a manner that minimizes the need to excavate below the Soil Replacement Zone. Within twenty (20) days following Birch's receipt of the Deep Excavation Notice, Birch shall develop a written environmental work plan governing the proposed manner of excavation and handling of soil below the Soil Replacement Zone ("**Proposed Environmental Work Plan**"), which environmental work plan may include, among other things, information pertaining to soil sampling, handling, excavation/removals, transporting and/or disposal activities, as well as the proposed location of the utilities to be located below the Soil Replacement Zone. RHC shall have ten (10) days after its receipt of the Proposed Environmental Work Plan to notify Birch of its approval of the Proposed Environmental Work Plan or provide Birch with its requested revisions to the Proposed Environmental Work Plan. If RHC provides Birch with any requested revisions to the Proposed Environmental Work Plan, Birch shall have ten (10) days after its receipt of any such revisions from RHC to either accept such revisions or modify the Proposed Environmental Work Plan and resubmit the same to RHC. Such submittal and resubmittal shall continue within the above-mentioned time frames until such time that Birch and RHC agree upon the terms of the Proposed Environmental Work Plan. Upon RHC and Birch's approval of the Proposed Environmental Work Plan, Birch shall submit the agreed upon Proposed Environmental Work Plan to the EPA for its approval. The Parties agree to accept any reasonable modifications to the Proposed Environmental Work Plan required by the EPA. Following the EPA's approval of the Proposed Environmental Work Plan, the Parties shall each cause the agreed upon work plan to be duly executed (the "**Final Environmental Work Plan**"). Promptly following the execution and delivery of the Final Environmental Work Plan, the Parties shall execute an amendment to this Declaration to attach as Exhibit 5 hereto, a depiction of the location of the utilities to be located below the Soil Replacement Zone (the "**Deep Utility Locations**"). Following execution and delivery of the Final Environmental Work Plan, and RHC and Birch's execution of the Incremental Cost Agreement, RHC shall be permitted to excavate below the Soil Replacement Zone for the sole purpose of performing its Initial Infrastructure Installation, provided such excavation complies with the terms and conditions of the Final Environmental Work Plan. Promptly following the City of Brea's final inspection and acceptance of the Initial Infrastructure Installation, RHC shall provide written notice to Birch accompanied by reasonable supporting documentation of the City of Brea's acceptance of the Initial Infrastructure Installation (the "**Completion of the Initial Infrastructure Installation**").

c. If at any time following the Completion of the Initial Infrastructure Installation, an Owner is required to excavate below the Soil Replacement Zone in order to access the utilities located in the Deep Utility Locations for purposes of repair, maintenance or replacement of said existing utilities, then Owner, at its sole cost and expense, shall be permitted to excavate below the Soil Replacement Zone only in those areas identified on Exhibit 5 as "Deep Utility Locations" (if any), provided such excavation complies with the terms and conditions of the Soil Management Plan. Following the completion of the Initial Infrastructure Installation, Owner shall be responsible for any and all costs required to comply with the Soil Management Plan.

d. RHC, for itself and RHC Group, agrees to install vapor barriers beneath the condominiums and recreation center or other occupied space in accordance with the specifications attached hereto as Exhibit 4. In the event of any future redevelopment of the Development Project, Owner shall be required to install vapor barriers beneath any planned occupied space in accordance with the specifications attached hereto as Exhibit 4, or such higher standard as may be required by applicable Law.

e. RHC, for itself and RHC Group, agrees not to install at the Property any well for the purpose of bringing groundwater to the surface as a source of water for drinking, irrigation of landscaping or for any other use, nor will RHC or RHC Group use any groundwater from the Property for drinking, irrigation of landscaping, or any other use.

f. At no cost to Birch Group (except as otherwise provided for herein), RHC for itself and RHC Group, agrees to comply with the terms and conditions of the Soil Management Plan at all times during any excavation, handling, sampling and/or removal of soil from the Property.

#### 4. Right of Entry.

Birch hereby grants and reserves the right for the Birch Group and each their respective consultants, employees, and contractors, a limited right of entry for pedestrians, vehicles and equipment on, over and across the Property for the purpose of accessing the groundwater underlying the Property and for the purpose of performing any tasks related to Birch's remediation obligations under the PSA or as required by Environmental Law, at no fee or charge to Birch or its successors in interest for such right of entry, in order for Birch, at the sole cost and expense of Birch Group, to perform groundwater testing, monitoring, pumping or treatment activities in connection with any Applicable Contamination in the groundwater underlying the Property. In the event any member of Birch Group desires to exercise its rights pursuant to this Section 4, Birch will give RHC no less than seven (7) days written notice of Birch's intention to enter the Property for purposes of accessing the groundwater underlying the Property (which notice shall include reasonable details as to the required entry and proposed testing), and, prior to such entry and testing by Birch, Birch and RHC (or their respective successors in interest) shall execute a written license agreement in a form mutually acceptable to the parties, which, at minimum, shall not require Birch to pay any fee or other charge to RHC for such entry upon the Property and shall, without limitation, (a) provide for Birch (or its successor in interest) to use reasonable efforts to minimize any disruption to RHC's operations at the Property, (b) require Birch to repair any damages Birch or its agents may cause to the Property or any structures thereon, (c) cause Birch to perform such work to be performed during off-peak hours, and (d) provide for reasonable indemnity provisions to be negotiated in good faith for the benefit of RHC. In no event shall Birch have any right to enter into the structures constructed by RHC on or about the Property. Birch shall provide RHC with reasonable notice

and on opportunity to review and reasonably approve of the proposed location of any monitoring wells or testing. In the event the location of any well or testing, monitoring or treatment facilities or activities of Birch would interfere with RHC's development and use of the Property, RHC may require Birch to relocate such well and/or facilities to a location which would not unreasonably interfere with RHC's development and construction of improvements on the Property. To the extent reasonably practicable, Birch agrees that any wells and/or facilities on the Property shall be located in the roads or other common areas of the Property not actively used by the Occupants. In no event shall any such well or facility be located in any condominium unit (or attached patio area) developed or intended to be developed with a residence. In no event shall Birch or its successors in interest have any right to utilize the groundwater underlying the Property for any beneficial use, or for agricultural or potable or non-potable uses, or to sell the groundwater to any third party, or to utilize such groundwater for any use or uses other than the uses expressly permitted pursuant to the first grammatical sentence of this paragraph. Nothing set forth above in this Section 4 shall be construed as obligating Birch or any member of the Birch Group to conduct any remediation, separate and apart from that which may be required by the PSA or Environmental Law.

5. Release.

a. In full recognition of the matters set forth above, RHC agrees that it is the express intent and agreement of the Parties that, effective upon the Effective Date, except for the Excluded Liabilities (as defined below) and as otherwise expressly provided in the PSA, Birch Group shall have no obligation or liability for any past, present or future Contamination at, on, under, within, about, through or emanating from the Property, including but not limited to any remediation thereof.

Expressly, but without limiting the generality of the foregoing, effective upon the Effective Date, except for the Excluded Liabilities and as otherwise expressly provided in the PSA, Birch Group shall have no liability for remediation of any past, present or future Contamination of the Property, for changes in any Environmental Laws, or for any third party claims resulting from any such Contamination.

On the Effective Date RHC, on behalf of itself and the RHC Group, (and for each future Owner and Occupant effective upon such Owner's or Occupant's acceptance of a conveyance of title or any other interest in or to the Property), hereby waives as to or against Birch and the Birch Group and releases Birch and the Birch Group from any and all claims, liabilities, damages, demands, costs, expenses and causes of action of all kinds (including but not limited to, claims of the death, illness, or injury of any person or persons, including but not limited to members of the RHC Group, and claims for damage to or loss or destruction of any property, real or personal) (collectively "**Claims**"), arising after recordation of this Declaration out of or in connection with the existence, assessment or remediation of such Contamination at, on, under, within, about, through, or emanating from the soils, sediments, groundwater, watercourses or surface water of the Property, and adjacent properties, including without limitation any claims for death, bodily injury, illness, or property damage or for any claims for any special, indirect, or consequential damages (including, but not limited to, claims for loss of use, rents, anticipated profit or business opportunity, or business interruption, diminution in value, or mental or emotional distress or fear of injury or illness), trespass, nuisance or otherwise, and for any and all response costs it may incur with respect to the Property, and adjacent properties, under any existing or future Environmental Laws, including without limitation any failure to disclose the condition of the Property to future owners or occupants, but

specifically excluding from such release the Excluded Liabilities (individually and collectively, **"Released Claims"**).

b. RHC, on behalf of itself and each other member of the RHC Group, as well as each future Owner and Occupant, by their acceptance of a conveyance of title or any other interest in or to the Property, further recognizes that there is a risk that after the Effective Date, RHC or members of the RHC Group or Owners or Occupants will incur Released Claims or otherwise suffer loss, cost, damage, expense or injuries which are in some way caused by or attributable to the matters which are the subject of this release, and which may be unknown or unanticipated as of the Effective Date, and RHC, on behalf of itself and each member of the RHC Group, as well as each future Owner and Occupant, assumes this risk and agrees that this release shall apply to all such unknown or unanticipated Released Claims, loss, cost, damage, expense or injury, and hereby waives any and all rights under California Civil Code §1542. California Civil Code §1542 reads as follows:

**"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."**

c. Notwithstanding the foregoing, the releases described in this Section 5 shall not extend to any Excluded Liabilities. **"Excluded Liabilities"** shall mean any: (a) any liabilities or obligations arising from or related to environmental conditions at the Property which were knowingly and intentionally concealed from RHC by Birch with the intention of inducing RHC to purchase the Property and of which RHC had no other knowledge prior to the Effective Date; (b) any liabilities and obligations for off-site remediation of Contamination which was removed from the Property by Birch and was disposed of by Birch offsite at landfills or other recycling or disposal facilities prior to the Effective Date; (c) fines or penalties or other relief imposed by governmental agencies relating to Birch's non-compliance with Environmental Laws or regulations which occurred prior to the Effective Date or subsequent to the Effective Date with respect to any Applicable Contamination, or related to Birch's acts or omissions with respect to Contamination located offsite; (d) liabilities or obligations to governmental agencies with respect to Applicable Contamination; (e) with respect to the period that RHC or its subsidiaries, but no other successor individual or entity owns the Property, but no more than three (3) years from RHC's acquisition of any particular portion of the Property, whichever occurs first, the existence of any Applicable Contamination on or about such portion of the Property; (f) liabilities for personal injury, including death and disability, occurring prior to the Effective Date caused to employees, contractors, invitees or guests or any other persons at or from the Property and/or adjacent property, but excluding liabilities for personal injury, including death and disability to the extent caused by acts or omissions of RHC; (g) liabilities and obligations of Birch under the PSA, the SDA or any other agreement or instrument related to the Property, and any other contractual liabilities of Birch other than those specifically assumed by RHC in the PSA or at the Effective Date; (h) from and after the Effective Date, the presence of Applicable Contamination on, under, about or emanating or migrating from the Property; and (i) any Claims arising out of Claims by third parties made against RHC to the extent such claims are based upon the actions or omissions of Birch prior to the Effective Date, including, without limitation, the presence of Contamination on or about the Property.

6. Successors and Assigns; Covenants Running With the Land. This Declaration, and all of the easements, rights, duties, powers, covenants, conditions, environmental restrictions and obligations contained in this Declaration:

a. burden and inure to the benefit of and are binding upon the Property, RHC, all subsequent Owners and Occupants of any portion of the Property, and their respective employees, agents, consultants, contractors, heirs, successors and assigns;

b. benefit and are enforceable by Birch and all other Persons included in the Birch Group;

c. run with the land pursuant to California Civil Code Section 1471 and other applicable law; and

d. are imposed upon the entirety of the Property except as otherwise expressly stated herein.

e. Pursuant to California Civil Code Section 1471, all successive Owners and Occupants of the Property are expressly bound by this Declaration, including, without limitation, the environmental restrictions and releases contained herein, for the benefit of Birch and each Person within the Birch Group.

f. Notwithstanding the foregoing or anything to the contrary in this Agreement, the liability and obligations of RHC, all subsequent Owners and Occupants of any portion of the Property, and their respective employees, agents, consultants, contractors, heirs, successors and assigns applies only with respect to the portion of the Property owned or occupied by such Person and no such Person shall have any further liability for any acts or omissions occurring after said Person no longer owns or occupies any portion of the Property.

7. Notices. Any notices, requests, approvals or elections hereunder shall be in writing and shall be deemed received when (a) personally served, (b) three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, (c) the day of transmission by electronic mail, with transmission confirmed and a copy sent by United States mail, or (d) one (1) day after depositing said notice with a nationally recognized overnight delivery service for overnight delivery:

If to Birch:

Joseph Cervelli  
c/o Chevron Land and Development Company  
6001 Bollinger Canyon Road, V-1324B  
San Ramon, CA 94583  
Attention: Joseph Cervelli  
Email: [cervelli@chevron.com](mailto:cervelli@chevron.com)

and

Birch Kraemer, LLC  
c/o Chevron Land and Development Company  
145 S. State College Blvd, Suite 500  
Brea, CA 92821

Attn: Ivan Jimenez  
Email: [ijimenez@chevron.com](mailto:ijimenez@chevron.com)

and

Chevron Services Company  
1400 Smith Street  
Houston, TX 77002  
Attention: JoJo Yiu  
Email: [JoJo.Yiu@chevron.com](mailto:JoJo.Yiu@chevron.com)

If to RHC:

Ryland Homes of California, Inc.  
c/o CalAtlantic Group, Inc.  
15360 Barranca Parkway  
Irvine, CA 92618  
Attention: Gary Jones  
Phone: (949) 789-1751  
Facsimile: (949) 789-1745  
Email: [gary.jones@calatl.com](mailto:gary.jones@calatl.com)

Ryland Homes of California, Inc.  
c/o CalAtlantic Group, Inc.  
15360 Barranca Parkway  
Irvine, CA 92618  
Attn: Ted McKibbin  
Phone: (949) 789-1742  
Facsimile: (949) 789-1745  
Email: [ted.mckibbin@calatl.com](mailto:ted.mckibbin@calatl.com)

Ryland Homes of California, Inc.  
c/o CalAtlantic Group, Inc.  
3030 N. Rocky Point Drive West, Suite 350  
Tampa, FL 33706  
Attn: Marc Spencer  
Phone: (813) 281-1810  
Facsimile: (813) 289-5597  
Email: [marc.spencer@calatl.com](mailto:marc.spencer@calatl.com)

with a copy to:

Rutan & Tucker, LLP  
611 Anton Blvd., Suite 1400  
Costa Mesa, CA 92626  
Attention: F. Kevin Brazil, Esq.  
Facsimile: 714/546-9035  
Email: [kbrazil@rutan.com](mailto:kbrazil@rutan.com)

8. Miscellaneous.

a. RHC hereby agrees that it shall provide a copy of this Declaration to the California Bureau of Real Estate ("**BRE**") at the time of making any requisite filings for any type of Residential Use for the Property. For purposes of this Declaration "**Residential Use**" is defined as a single family or multi-family dwelling, apartment, flat or condominium to be sold, rented or otherwise let out for human occupancy, whether for a short period of time or on a permanent basis. RHC shall cause this Declaration to be provided, in respect of residential and commercial units to be located on the Property, (i) to all purchasers from RHC of any such residential and commercial units, and (ii) any lessees from RHC of any such residential and commercial units. RHC shall also include the Declaration within any covenants, conditions and restrictions recorded against the Property.

b. If any provision of this Declaration or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration (including the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable) shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.

c. This Declaration shall be governed and construed pursuant to the laws of the State of California.

d. Advice of counsel has been obtained in respect to this instrument.

e. The subject headings of the sections and subsections of this Declaration are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

f. As used herein, the plural shall include the singular.

g. Except as otherwise expressly referenced herein, this Declaration, and the PSA contain the entire agreement of the Parties with respect to the subject matter and, except as may otherwise be provided for in this Declaration, this Declaration may be terminated prior to its automatic expiration or amended only in a writing signed by both Parties which is recorded in the Official Records of Orange County. No supplement, modification, or amendment of this Declaration shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Declaration shall be deemed, or shall constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

h. Each exhibit attached and referred to in this Declaration is hereby incorporated by reference as though set forth in full where referred to herein.

i. Nothing contained in this Declaration shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other relationship between the Parties.

j. Each Party warrants that it has the power and authority to enter into this Declaration and to perform its obligations hereunder. Each individual who signs this Declaration on behalf of an entity warrants that he/she has been duly authorized to do so and to bind such entity.

k. The Parties agree that this Declaration will be recorded in the Official Records of the County of Orange.

l. This Declaration may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Declaration as of the Effective Date.

**RYLAND HOMES OF CALIFORNIA, INC.,**  
a Delaware corporation

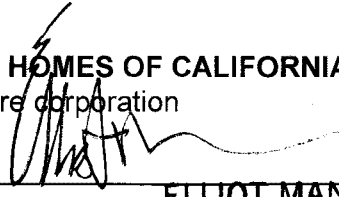
By: [Signature]  
Print Name: COURTNEY STANFILL  
Its: VP REAL ESTATE COUNSEL  
AND OPERATIONAL VICE PRESIDENT

**BIRCH/KRAEMER, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_ Signed in Counterpart  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Declaration as of the Effective Date.

**RYLAND HOMES OF CALIFORNIA, INC.,**  
a Delaware corporation

By:   
Print Name: ELLIOT MANN  
Its: PRESIDENT

**BIRCH/KRAEMER, LLC,**  
a Delaware limited liability company  
Signed In Counterpart

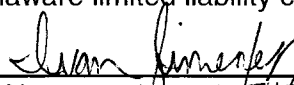
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have executed this Declaration as of the Effective Date.

**RYLAND HOMES OF CALIFORNIA, INC.,**  
a Delaware corporation

By: \_\_\_\_\_ Signed in Counterpart  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**BIRCH/KRAEMER, LLC,**  
a Delaware limited liability company

By:   
Print Name: JUAN JIMENEZ  
Its: Real Property Officer

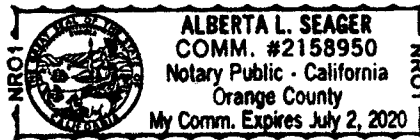
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of ORANGE )

On NOVEMBER 1, 2014, before me, ALBERTA L SEAGER, a Notary Public, personally appeared ELLIOT MANN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

A handwritten signature in cursive script, appearing to read "Alberto L. Seager".

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

\_\_\_\_\_


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida                     )  
  )  
County of Hillsborough                     )

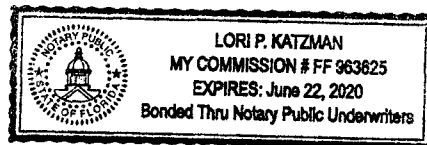
On November 4, 2016 before me, Lori P. Katzman, Notary Public, personally appeared Courtenay S. Terrell, as Operational Vice President of Ryland Homes of California, Inc., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary

(Seal)



## ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: LORI P. KATZMAN

Date Commission Expires: June 22, 2020

Notary Commission No: FF 963625

Where Bond Filed: State of Florida

Manufacturer/Vendor Identification No: n/a

Place of Execution of the Declaration: Corona, CA

Date: 11-15-2016



---

First American Title Company

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

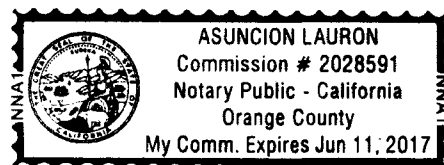
On November 1, 2016 before me, Asuncion Lauron, Notary Public  
(insert name and title of the officer)

personally appeared Ivan Jimenez,  
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is ~~are~~  
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in  
~~his/her/their~~ authorized capacity ~~(ies)~~, and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the  
person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Asuncion Lauron* (Seal)



**EXHIBIT 1 TO DECLARATION OF COVENANTS, CONDITIONS,  
ENVIRONMENTAL RESTRICTIONS**

**Legal Description of the Property**

That certain real property located in the City of Brea, County of Orange, State of California, more particularly described as follows:

LOT 3 AND LETTERED LOT C OF TRACT NO. 17148, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 908, PAGES 4 THROUGH 8 INCLUSIVE OF TRACT MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 320-081-24 and 320-081-28

**EXHIBIT 2 TO DECLARATION OF COVENANTS, CONDITIONS,  
ENVIRONMENTAL RESTRICTIONS**

**Soil Management Plan**

**[Attached]**

**SOIL MANAGEMENT PLAN**  
**Planning Area 12B East of the Birch Hills**  
**Golf Course**  
**West of Intersection of Kraemer Blvd. and**  
**Orbiter Street**  
**Brea, California**

**September 2016**

**SOIL MANAGEMENT PLAN  
PLANNING AREA 12B EAST OF THE BIRCH HILLS GOLF COURSE  
WEST OF INTERSECTION OF KRAEMER BLVD. AND ORBITER  
STREET  
Brea, California**

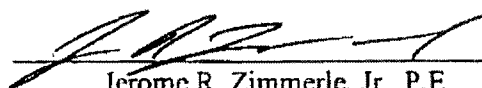
**September 2016**

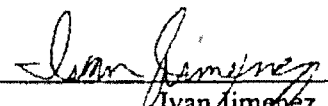
Prepared for

Chevron Land and Development Company  
145 S. State College Blvd., 4<sup>th</sup> Floor  
Brea, California 92821

Prepared by:

AECOM  
999 Town and County Road  
Orange, California

  
\_\_\_\_\_  
Jerome R. Zimmerle, Jr., P.E.  
Principal Engineer

  
\_\_\_\_\_  
Ivan Jimenez  
Project Manager/Real Property Officer  
Chevron Land and Development Company

---

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## FIGURES

Figure 1. Site Plan

## APPENDIX

Appendix A. Project Contact Sheet

Appendix B Legal Description of Planning Area 12B

# **SOIL MANAGEMENT PLAN PLANNING AREA 12B EAST OF THE BIRCH HILLS GOLF COURSE**

## **1. INTRODUCTION**

AECOM prepared this soil management plan (SMP) for Planning Area 12B, a planned residential development which was formerly part of the Birch Hills Golf Course (Golf Course), Brea, California (Figure 1). The SMP was prepared by AECOM at the request of Chevron Land and Development Company (CL&D), who is assisting the current Golf Course owner, Birch/Kraemer, LLC, a Delaware limited liability company (Birch), with activities related to the reconfiguration of the Golf Course and with subdivision and redevelopment of certain portions thereof, one of which is Planning Area 12B. Planning Area 12B constitutes Assessor's Parcel Number (APN) 320-081-24 and 320-081-28 (Figure 1).

This SMP is a guideline to be referenced in connection with any activities within the boundaries of Planning Area 12B which require soil excavation to depths greater than 9.5-feet below final surface (defined below) where polychlorinated biphenyl (PCB)-impacted soil might be encountered (except as otherwise expressly provided in the Declaration [defined in Section 3.2 below]). This SMP outlines the roles and responsibilities of the current and future owners of Planning Area 12B in conforming their activities within Planning Area 12B to the requirements of this SMP. As used herein, "final surface" means, as applicable, the finish surface for all residential lot pads, common areas, landscaped areas, and the paved areas for any streets.

A project contact list is provided as Appendix A.

## **2. PLANNING AREA 12B CONDITIONS**

### **2.1 PLANNING AREA 12B DESCRIPTION**

Planning Area 12B is located to the west of the intersection of Kraemer Boulevard and Orbiter Street in Brea, California, and consists of an approximately 9.134-acre parcel of land approved for residential development as more particularly described in Appendix B attached hereto (Figure 1). Planning Area 12B is bordered to the north and south, respectively, by the Loftus Channel and the Brea Union Plaza shopping center, and to the west and east, respectively by the Birch Hills Golf Course and Kraemer Boulevard. This SMP applies only to Planning Area 12B.

### **2.2 PLANNING AREA 12B HISTORY**

Planning Area 12B is part of a larger property previously owned by Union Oil Company of California (Union). Union previously operated a fertilizer manufacturing plant (Facility) producing nitrogen-based products from the 1950s to approximately 1991. A portion of the Facility was located on Planning Area 12B; the operations at the Facility generally extended south from the Loftus Channel to Imperial Highway and east to Kraemer Boulevard (Figure 1). The portion of the property west of Planning Area 12B served as part of a buffer zone for Union's operations at the Facility, and in the early 1970s Union built the Golf Course in the buffer zone. When the Facility was closed in 1991, the Facility's structures were demolished and shallow soil excavations were completed to remove surface nitrate releases. At that time Union reconfigured the Golf Course, and the most southerly portion of Union's property was developed into the current Brea Union Plaza shopping center (Figure 1). In 2010 Birch received

approval from the City to further reconfigure the Golf Course in order to create two residential development pads, one of which is Planning Area 12B.

### **2.3 ENVIRONMENTAL INVESTIGATION SUMMARY**

AECOM conducted several environmental investigations at Planning Area 12B from 2006 to 2012. These investigations detected PCBs in soil. Working with the United States Environmental Protection Agency, Region IX (EPA) and the Orange County Health Care Agency (OCHCA), and in accordance with the November 18, 2011 Soil Management Plan and associated amendments thereto which have been approved by EPA, excavations of PCB-impacted soil at Planning Area 12B and the adjacent Golf Course occurred in 2012 and 2013 with both off-site disposal and certain consolidation in a designated area within the Golf Course as appropriate to the PCB concentration in the soil.

Within Planning Area 12B all soil within the zone from final surface level to a depth of approximately 9.5-feet below final surface (the Soil Replacement Zone) was removed and replaced with clean soil in order to prepare the site for the residential redevelopment purposes. Investigation and excavation also occurred in soils below the Soil Replacement Zone, which successfully removed identified PCB impacts to appropriate EPA regulatory standards. However, the EPA requires the imposition of additional restrictions and engineering controls with respect to the handling of soils deeper than the Soil Replacement Zone as outlined in this SMP because the investigation program with respect to soils below the Soil Replacement Zone was not as extensive as that performed in the Soil Replacement Zone.

### **2.4 AFFECTED MEDIA AND CHEMICALS OF INTEREST**

Soil impacted by PCBs is the primary chemical of interest within Planning Area 12B. Limited amounts and concentrations of other compounds detected at Planning Area 12B during the investigation and removal activities have also been excavated and disposed as appropriate; these compounds include arsenic (associated with a former railroad right-of-way which previously crossed the property), other metals, total petroleum hydrocarbons, nitrate, ammonia, and dioxin. In light of the limited extent of these other compounds, the focus of the SMP for Planning Area 12B relates to the handling of materials potentially containing PCBs.

### **2.5 SOURCES AND RELEASES**

The PCB impacts at Planning Area 12B are believed to be associated with Union's former industrial operations in and around the Facility.

### **2.6 NATURE AND EXTENT OF IMPACTS**

PCBs are organic chemicals with low leaching potential and a strong affinity to soil, so its impacts would be expected to be limited to the shallow soils near the point of release. Historical redevelopment activities at the Golf Course after demolition of the Facility may have resulted in some redistribution of PCBs, but only within the portion of the Golf Course located south of the Loftus Channel, which includes Planning Area 12B. The investigations and excavations conducted at Planning Area 12B, including the removal and replacement of the soils in the Soil Replacement Zone are believed to have removed most of the PCB mass in Planning Area 12B and the resulting data have been used to define the extent of the residual PCB-impacted soil, most specifically within the Soil Replacement Zone.

### **3. ROLES AND RESPONSIBILITIES**

The roles and responsibilities of the “Affected Parties” (as defined below) and Birch are outlined in Sections 3.1 to 3.5 and apply except as otherwise expressly set forth in the Declaration (as defined below). These roles and responsibilities are designed to ensure appropriate protocols are followed and potential exposure risks are mitigated in connection with the potential or actual discovery of PCB-impacted soil or any of the other compounds referenced in this SMP, which are associated with former operations of the Facility (Unusual Soil Conditions) within Planning Area 12B.

#### **3.1 AFFECTED PARTIES**

For purposes of this SMP the term “Affected Parties” includes each and every individual or entity which has, or in the future obtains, an ownership or possessory interest in all or any portion of Planning Area 12B. For purposes of clarity, when one of the Affected Parties, by virtue of its planned activities or as a result of the discovery of PCB-impacted soils within any portion of Planning Area 12B, is required to provide a notification or otherwise to take action under this SMP such Affected Party alone is required to provide such notification or otherwise take the action provided herein.

#### **3.2 USE RESTRICTIONS**

At the direction of the EPA and OCHCA, Birch will impose certain environmental and land use restrictions (Restrictions) upon Planning Area 12B, as more fully set forth in a Declaration of Covenants, Conditions and Environmental Restrictions to be recorded in the Official Records of Orange County, California; these Restrictions will run with and burden Planning Area 12B, in perpetuity (Declaration). Except with respect to the initial installation of certain utility infrastructure in connection with the redevelopment of Planning Area 12B as expressly set forth in the Declaration, the Restrictions prohibit excavation below a certain depth, in order to limit and mitigate potential exposure risks to individuals and the environment from any PCBs existing within Planning Area 12B.

#### **3.3 NOTIFICATION**

Under the following circumstances (and except as otherwise expressly provided in the Declaration), an Affected Party shall provide Birch with written notice of its proposed activities or, as appropriate, notice of its discovery of certain conditions within Planning Area 12B:

3.3.1 Planned Excavations. An Affected Party who plans to excavate soil within the boundaries of Planning Area 12B to a depth of more than nine and one-half (9.5) feet below the final surface (to the extent permitted by the Restrictions) shall give Birch written notice of such proposed excavation activity, along with a copy of its proposed work plan.

3.3.2 Discovery of Unusual Soil Conditions. If, during the performance of construction or other work (*i.e.*, work which would not require prior notice pursuant to Section 3.3.1 above) within portions of Planning Area 12B, an Affected Party discovers soils containing evidence of the existence of Unusual Soil Conditions, the Affected Party shall promptly give Birch notice of such discovery.

3.3.3 Notice of Existence of SMP. In addition to any notification obligations it has as an Affected Party, the owner(s) of all or any portion of Planning Area 12B are required to inform

all potential purchasers, tenants or licensees of all or any portion of Planning Area 12B of the existence of this SMP and the requirements that such parties, if they obtain any ownership, leasehold, or license interest in any portion of Planning Area 12B, are required to comply at all times with the obligations contained in this SMP.

### **3.4 BIRCH**

3.4.1 Oversight of Excavation Activities. Upon notification of an Affected Party's proposed excavation activities Birch shall have the right to review and approve the Affected Party's work plan and to have a representative present during the excavation activities.

3.4.2 Soil Management Obligations. If during Birch's oversight of an Affected Party's excavation activities at depths below the Soil Replacement Zone Birch notices Unusual Soil Conditions, or Birch otherwise receives notice from an Affected Party that Unusual Soil Conditions have been discovered, then (i) Birch shall notify the EPA of the same at the following address: Attn: George Randell and Steve Armann, Land Division, Mail Code LND-4-1, 75 Hawthorne Street, San Francisco, California 94105, and (ii) Birch or its designated consultants shall have the right to inspect the area where the discovery was made, to take soil samples of the materials and have such materials profiled at the expense of the Affected Party. If the material is determined to be impacted by operations at the former Union Facility, Birch will discuss with the Affected Party the proposed handling, re-use and/or disposal of such materials. If the material determined to be impacted by former Union Facility operations cannot be reused as backfill based on the presence of PCBs in concentrations which would prohibit its reuse onsite, Birch will cause the removal, transportation, and off-site disposal of the PCB-impacted material by a qualified waste contractor at the sole cost and expense of the Affected Party using Birch's EPA ID number (if such EPA ID number is required).

3.4.3 In connection with any soil sampling, testing, removal, transportation and/or disposal activities it performs pursuant to section 3.4.2 above, Birch will ensure all appropriate health and safety precautions are taken during any excavation activities that are associated with addressing PCB-impacted soils. Birch will also be responsible for handling any public relations and regulatory issues that may arise during performance of any soil sampling, testing, removal, transportation and/or disposal activities it performs in response to the presence of PCB-impacted soils within Planning Area 12B.

3.4.4 Birch will handle all reporting and other communications with EPA and/or OCHCA with respect to any environmental issues relating to PCB-impacted materials determined to be associated with the operation of the former Union Facility.

### **3.5 SOIL HANDLING GUIDELINES**

Excavated soil generated within the boundaries of Planning Area 12B that falls within the following parameters shall be handled by Birch and/or the Affected Party (as applicable) in accord with the following guidelines:

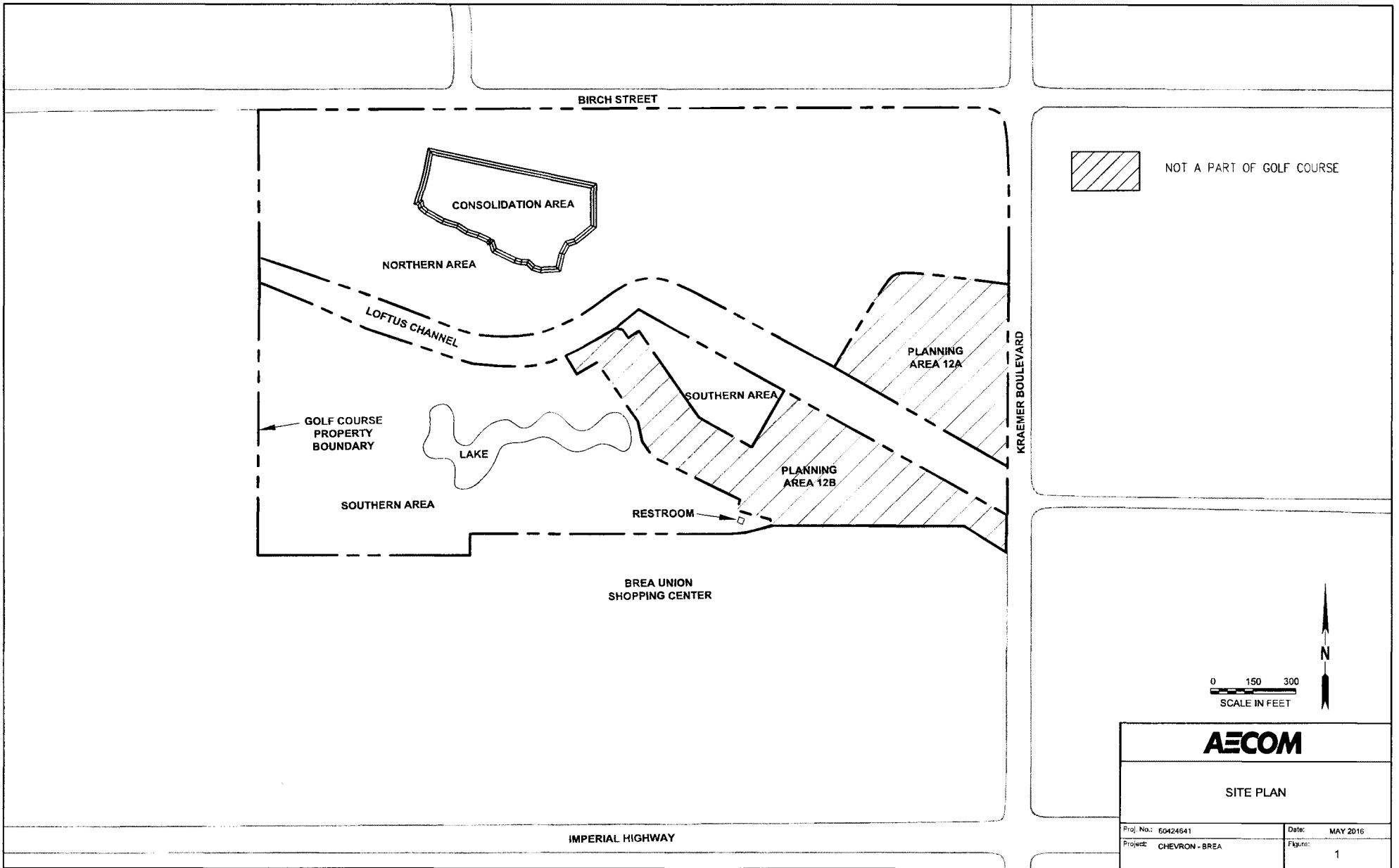
- Soil that will remain on-site will be segregated such that soil from the Soil Replacement Zone will be placed in a separate stockpile from soil excavated from depths below the Soil Replacement Zone;

- The soil from depths below the Soil Replacement Zone that can be re-used on-site shall be placed on plastic sheeting, and if such soil is to be left above ground overnight and/or weather conditions (i.e., wind, rain, etc.) occur where soil protection is necessary, then the soil pile shall be covered by plastic sheeting.
- The soil from depths below the Soil Replacement Zone will be used to backfill the excavation first, but only to the bottom limit of the Soil Replacement Zone and any additional soil required to reach the bottom limit of the Soil Replacement Zone shall be soil from the Soil Replacement Zone which meets the concentration screening guidelines below or clean fill, as necessary;
- Only shallow soil meeting the concentration screening guidelines provided below or consisting of clean fill will be used as backfill in the Soil Replacement Zone;
- Any soil from the depth below the Soil Replacement Zone that might be disposed off-site will be placed on plastic sheeting and, if left above ground overnight, and/or weather conditions (i.e., wind, rain, etc.) occur where soil protection is necessary, then the soil pile shall be covered by plastic sheeting. The plastic sheeting will be maintained until soil samples have been collected and the results are available for waste profiling/reuse/disposal as follows:
  - Soil samples will be analyzed using the Soxhlet extraction method and EPA Method 8082 or equivalent at the time of analysis, with the date reported on a dry weight basis;
  - Only soil which contains no PCBs on a dry weight basis can be reused as backfill in the Soil Replacement Zone within the boundaries of Planning Area 12B;
  - Soil containing PCBs shall be disposed off-site at a qualified disposal site that can accept PCBs at the detected concentration levels;
  - The Affected Party, or Birch, or their respective agents, as appropriate shall follow all required manifesting protocols in handling and disposing of any soil required to be disposed of off-site.

## Figures

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**FIGURE 1**  
**(SEE ATTACHED)**



## **Appendix A:**

### **Project Contact Sheet**

**APPENDIX A:  
PROJECT CONTACT SHEET**

**Consultant**

AECOM

999 Town and Country Road  
Orange, California 92868  
(714) 567-2400

**Developer/Owners Contacts**

Birch-Kraemer, LLC

Chevron Land and Development Company

Ivan Jimenez

Project Manager

145 South State College Blvd., Suite 400  
Brea, California 92821  
(714) 671-3233

**Future Developer/Owners**

Ryland Homes of California, Inc.

c/o CalAtlantic Group, Inc.

15360 Barranca Parkway

Irvine, CA 92618

Attention: Gary Jones

Phone: (949) 789-1751

Facsimile: (949) 789-1745

Email: gary.jones@calatl.com

Ryland Homes of California, Inc.

c/o CalAtlantic Group, Inc.

15360 Barranca Parkway

Irvine, CA 92618

Attn: Ted McKibbin

Phone: (949) 789-1742

Facsimile: (949) 789-1745

Email: ted.mckibbin@calatl.com

Ryland Homes of California, Inc.

c/o CalAtlantic Group, Inc.

3030 N. Rocky Point Drive West, Suite 350

Tampa, FL 33706

Attn: Marc Spencer

Phone: (813) 281-1810

Facsimile: (813) 289-5597

Email: marc.spencer@calatl.com

**Waste Transporter**

To be determined by CL&D for Planning Area 12B-related projects;  
Property owner for other projects

**Waste Disposal**

To be determined by CL&D for Planning Area 12B-related projects

**Regulatory Oversight**

USEPA

Attn: George Randell and Steve Armann

Land Division  
Mail Code LND-4-1  
75 Hawthorne Street  
San Francisco, California 94105  
(415) 972-3439

Orange County Health Care Agency  
Environmental Health Division  
Attn: Steve Speer  
1241 E. Dyer Road, Suite 120  
Santa Ana, California 92705  
(714) 433-6264

**Appendix B:**  
**Legal Description of Planning Area 12B**

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**APPENDIX B:  
LEGAL DESCRIPTION OF PLANNING AREA 12B**

That certain real property located in the City of Brea, County of Orange, State of California, more particularly described as follows:

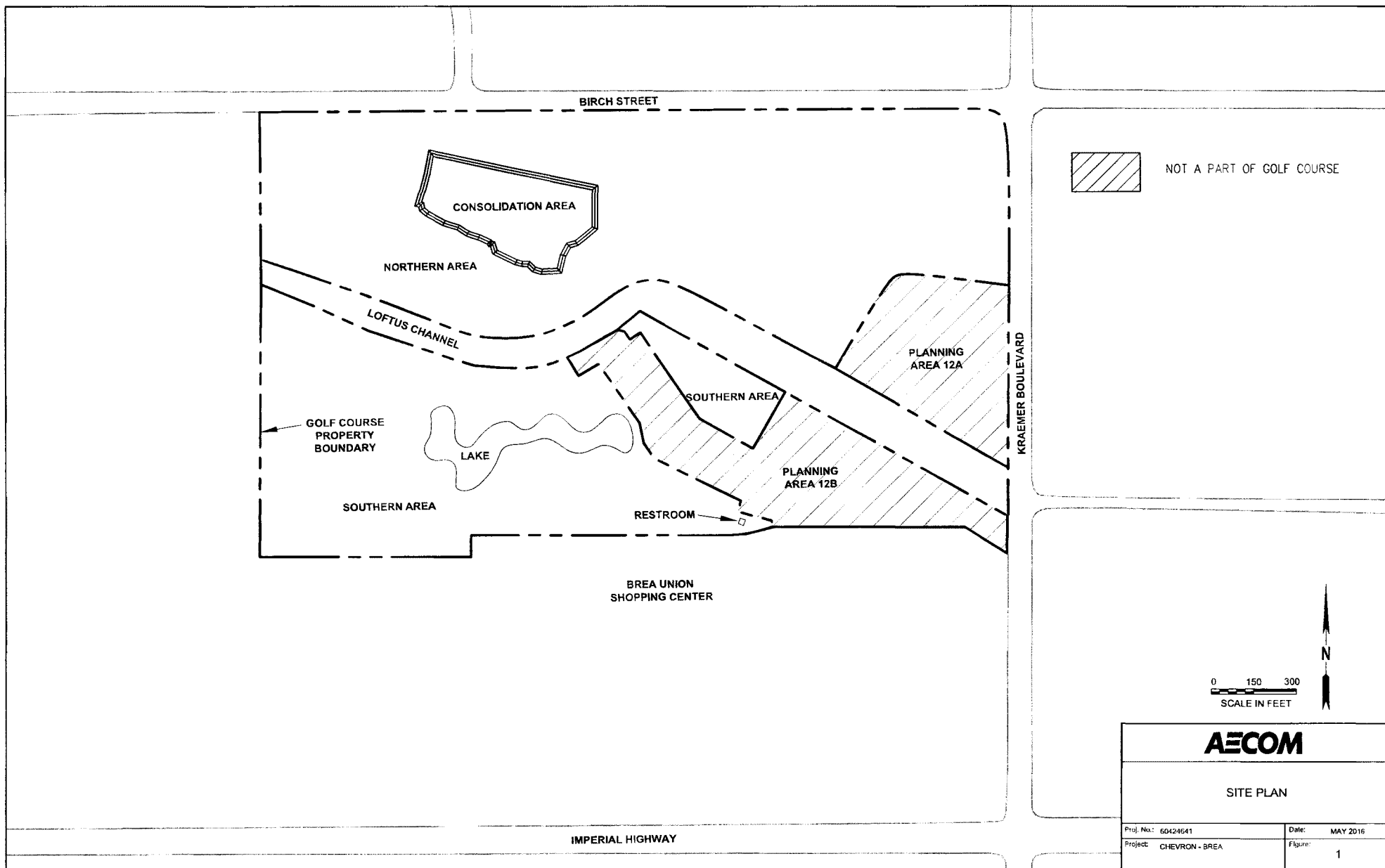
**LOT 3 AND LETTERED LOT C OF TRACT NO. 17148, IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 908, PAGES 4 THROUGH 8 INCLUSIVE OF TRACT MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.**

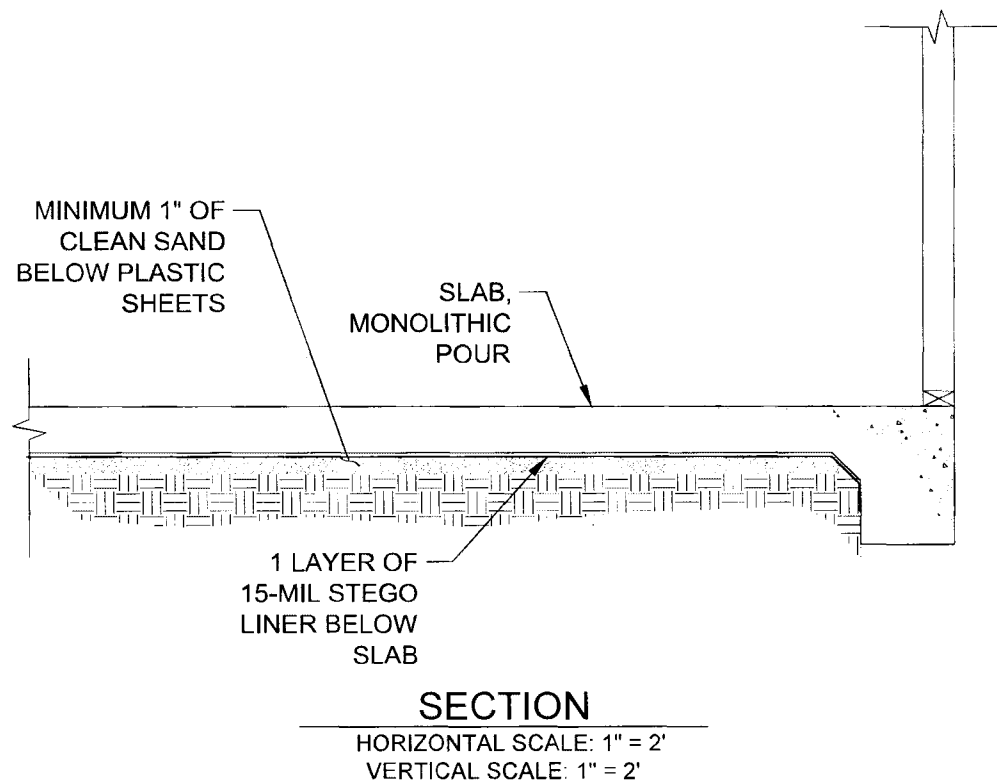
**APN: 320-081-24 and 320-081-28**

**EXHIBIT 3 TO DECLARATION OF COVENANTS, CONDITIONS,  
ENVIRONMENTAL RESTRICTIONS**

**Site Plan of Project**

**(See Attached)**





### SECTION

HORIZONTAL SCALE: 1" = 2'  
VERTICAL SCALE: 1" = 2'

### NOTES

1. EACH LAYER OF PLASTIC SHEETING SHALL BE OVERLAPPED A MINIMUM OF 3' AT ALL SEAMS AND JOINTS. PENETRATIONS SHALL BE WELL TAPED AND SEALED.
2. THE VAPOR-REDUCING BARRIER MUST BE PROTECTED FROM ALL UN-NECESSARY PENETRATION, INCLUDING BUT NOT LIMITED TO, REINFORCING STEEL, STAKES, FOOT TRAFFIC, TOOLS, OR DOBIE-BLOCKS.
3. ALL PENETRATIONS IN SLAB WILL BE SEALED WITH 50-YR EXPANDING FOAM.

**AECOM**

### SOIL GAS MITIGATION SYSTEM FOR A RESIDENTIAL APPLICATION

Proj. No.: 60424641	Date: MARCH 2016
Project: CHEVRON BIRCH HILLS	Figure: 3